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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

B.I.P. CORPORATION, Plaintiff, vs. MITEC TELECOM, INC., AND DOES 1 TO 30, Defendant.	Case No. 08 CV 0313 H (CAB) **DECLARATION OF BRUNO DUMAIS IN SUPPORT OF DEFENDANT MITEC TELECOM, INC.'S MOTION TO DISMISS UNDER RULE 12(b)(6), AND IN THE ALTERNATIVE FOR SUMMARY JUDGMENT UNDER RULE 56** Date: October 20, 2008 Time: 10:30 a.m. Place: Courtroom 13 Complaint Filed: January 18, 2008 Trial Date: None Set

I, Bruno Dumais, declare as follows:

1. I am the Vice President, Finance and Chief Financial Officer of Defendant Mitec Telecom Inc. ("Mitec"). In my capacity as Vice President, Finance and Chief Financial Officer, I have supervisory responsibility for many of Mitec's sales relationships, including that with Plaintiff BIP Corporation ("BIP"). I have personal knowledge as to all matters set forth in this Declaration, and could and would competently testify to them under oath if called as a witness.

2. On or about July 25, 2006, Mitec and BIP entered into a Bill and Hold Agreement (the "Agreement"), pursuant to which Mitec agreed to sell, and BIP agreed to purchase, specified inventory, which would be held by Mitec in its Pointe-Claire, Quebec, warehouse facility. A true and correct copy of the Agreement is attached hereto as Exhibit "A."

3. Pursuant to the Agreement, between May 30, 2006, and July 27, 2007, BIP placed several purchase orders and instructed Mitec to deliver inventory to BIP's location in California. True and correct copies of the purchase orders and invoices for this inventory are attached hereto as Exhibit "B."

4. BIP refused to pay for a significant amount of the inventory it ordered and purchased under the Agreement. As of November 15, 2007, BIP owed Mitec US$448,050.52 for inventory ordered and delivered under the Agreement.

5. As a consequence of this default, Mitec's counsel, pursuant to my direction, prepared a demand letter, dated November 15, 2007, for service upon BIP, demanding payment of US$448,050.52. A true and correct copy of the demand letter is attached hereto as Exhibit "C." Service of that demand letter on BIP was hampered by

BIP's deliberate evasion of service at its facility in San Marcos, San Diego County, California. A true and correct copy of the Declaration of the process server, Cliff Lindquist, detailing his difficulties in attempting to effect such service, is attached hereto as Exhibit "D."

6. As a consequence of BIP's failure and refusal to pay for the delivered inventory, and pursuant to paragraph 8.7 of the Agreement, which provides that Agreement is to be construed according to the laws of Quebec and Canada, and whereby Mitec and BIP submitted to the non-exclusive jurisdiction of the judicial district of Montreal, Mitec filed, on January 16, 2008, a Motion to Institute Proceedings in the Superior Court for the District of Montreal, Case No. 500-17-040674-80 (the "Quebec Action"). In the Quebec Action, Mitec sought recovery of CA $498,348.39, the equivalent of US$448,050.52. A true and correct copy of the Motion to Institute Proceedings is attached hereto as Exhibit "E."

7. As a consequence of the service difficulties encountered by Mitec in serving BIP with the demand letter attached hereto as Exhibit C, Mitec filed with the Superior Court for the District of Montreal (the "Quebec Court") a Motion for Special Mode of Service (the "Service Motion"), seeking permission to serve the Quebec Action on BIP by facsimile, among other means, was filed with the Quebec Court simultaneously with the Quebec Action, and was granted by the Quebec Court on January 18, 2008. A true and correct copy of the Service Motion, in the original French, together with the handwritten order of the Quebec Court granting the Service Motion, is attached hereto as Exhibit "F." A certified translation of the Service Motion is being submitted to the Court concurrently herewith.

8. Pursuant to the permission granted by the Service Motion, the Quebec Action was served on BIP by facsimile on January 18, 2008. True and correct copies of

the facsimile cover sheet, together with the bailiff's service document, in the original French, are attached hereto as Exhibit "G." A certified translation of the facsimile service documents is being submitted to the Court concurrently herewith.

9. The Quebec Action specifically provided that a response thereto was due 10 days after service thereof. BIP has never responded in any fashion to the Quebec Action. As a consequence, Mitec filed, in the Quebec Action, an Affidavit for Judgment, dated February 27, 2008, seeking rendering of judgment for Mitec and against BIP. A true and correct copy of the Affidavit of Judgment is attached hereto as Exhibit "H." Exhibit "H" references Exhibit Nos. P-1 through P-8. Exhibit "H" includes true and correct copies of the referenced Exhibits P-1, P-5, P-6, P-7, and P-8. A true and correct copy of the referenced Exhibit P-2 is attached hereto as Exhibit "A." A true and correct copy of the referenced Exhibit P-3 is attached hereto as Exhibit "B." A true and correct copy of the referenced Exhibit P-4 is attached hereto as Exhibits "C" and "D."

10. Based on BIP's failure to respond to the Quebec Action, the Quebec Court, on April 18, 2008, rendered a default Judgment (the "Quebec Judgment"), awarding to Mitec Can$498,348.39 (based on the exchange rate between the U.S. and Canadian dollars). A true and correct copy of the Quebec Judgment is attached hereto as Exhibit "I."

I declare under penalty of perjury under the laws of the United States of America and of the State of California that the foregoing is true and correct, and that this Declaration was executed on September 4, 2008, at Montreal, Quebec, Canada.

Bruno Dumais